

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

iRACING.COM MOTORSPORT SIMULATIONS, LLC, a Delaware Limited Liability Company,	:	Civil Action No.
	:	05-11639 NG
Plaintiff,	:	
	:	
v.	:	
	:	
TIM ROBINSON, individually and d/b/a	:	AFFIDAVIT OF
www.ow-racing.com, www.torn8oalley.com and	:	DAVID KAEMMER IN
www.First-Racing-Sucks.com	:	SUPPORT OF MOTION
	:	FOR PARTIAL
	:	<u>SUMMARY JUDGMENT</u>
Defendant.	:	
	:	
	X	

I, David Kaemmer, upon oath depose and say as follows:

1. I am President and CEO of iRacing.com Motorsport Simulations, LLC ("iRacing").

2. NASCAR® Racing 2003 Season (“NASCAR® 2003”) was developed by iRacing's predecessor-in-interest, Papyrus Design Group, Inc. ("Papyrus"), and released by Papyrus and its parent company, Sierra On-Line, Inc. ("Sierra"), in February 2003.

3. Papyrus registered NASCAR® 2003 with the United States Copyright Office, which was registered under copyright number PA-1-266-286 effective April 7, 2003. A true and correct copy of the United States Copyright Office Recordation Submission Form is attached as Exhibit A.

4. On May 28, 2004, Papyrus and Sierra sold their copyrights in the NASCAR® 2003 software to iRacing's predecessor, First, LLC and the associated assignment of the copyrights was recorded as June 28, 2005. The

Certificate of Recordation with the Copyright Office is attached as Exhibit B. The copyright registration is in full force and effect and covers nearly all aspects of NASCAR® 2003 as it is distributed in the marketplace.

5. Thereafter, First, LLC changed its name to iRacing. A true and correct copy of the Certificate of Amendment to Certificate of Formation denoting the name change is attached as Exhibit C.

6. NASCAR® 2003 is widely regarded as the most realistic computerized auto racing simulation ever created. Numerous NASCAR drivers have used it as a training tool. NASCAR® 2003 won the gamespy.com Racing Simulation of the Year award.

7. Upon installation of NASCAR® 2003 on a user's computer, the software presents the user with the EULA and asks the user to accept or reject its terms. NASCAR® 2003 only installs on the user's computer if the user accepts the EULA's terms. A true and correct copy of the EULA for NASCAR® 2003 is attached as Exhibit D.

8. iRacing has the right to enforce the NASCAR® 2003 EULA on its own behalf to the extent needed to protect and enforce its rights in and to NASCAR® 2003. A true and correct copy of a correspondence between Papyrus and iRacing confirming iRacing's rights to fully enforce the EULA as Exhibit E.

9. I am informed that the Defendant Tim Robinson ("Robinson") created and operates the following three websites: www.ow-racing.com, www.torn8oalley.com and www.first-racing-sucks.com. I have reviewed these

websites and they relate to computerized auto racing simulation and, specifically, to NASCAR® 2003 and derivatives of NASCAR® 2003.

10. Each of these websites features an electronic bulletin board system (“BBS”) that consists of electronic storage media (such as computer memories or hard drives) that network devices connect to other computers so that a remote user can connect to the BBS's stored information. Thus, users of these websites can download information from the BBS to their own computers' memories, hard drives, or other storage devices. These users can also pass the BBS information on to other computers.

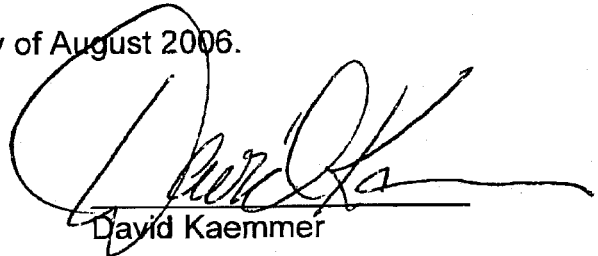
11. In or around August 2005, iRacing discovered that Robinson was offering for free download the following computer files: (a) owr2k5_v1.0.0.1.zip (the “OW-Racing 2005 Mod”) on www.ow-racing.com; and (b) owsc_nocd_temp.zip (the “NO-CD File”) on www.torn8oalley.com and on www.ow-racing.com. In or around August 2005, iRacing downloaded these files and saved the files on its own computers.

12. iRacing did not authorize Robinson to make or distribute derivative versions of NASCAR® 2003. In fact, iRacing took steps to protect its copyrights by sending Robinson letters demanding that he cease and desist from offering the infringing files for download over the Internet.

13. In early November 2005, iRacing provided its counsel with the files it downloaded from Robinson's websites on a CD designated “Robinson Data”.

14. iRacing sent directly to Rance DeLong the original version of NASCAR® 2003 along with a software patch to create an updated version 1.2.0.1.

SUSCRIBED AND SWORN TO on this 11th day of August 2006.



David Kaemmer

Certificate of Service

I, Irwin B. Schwartz, attorney for Plaintiff iRacing.com Motorsport Simulations, LLC, hereby certify that on this 11th day of August 2006, I filed the foregoing document with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to: Joseph F. Ryan, Lyne Woodworth & Evarts LLP, 600 Atlantic Avenue, Boston, MA 02210, counsel for Defendant Tim Robinson.

/S/ Irwin Schwartz

Irwin B. Schwartz

04/14/2005 09:06 FAX 1+310+342+0641

V.U.GAMES LEGAL

003

Copyright Office fees are subject to change.
For current fees, check the Copyright Office
website at www.copyright.gov, write the Copy-
right Office, or call (202) 707-3000.

13402136.

FORM PAFor a Work of the Performing Arts
UNITED STATES COPYRIGHT OFFICE

PA 1-266-286



APR 07 2003

Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

1

TITLE OF THIS WORK ▾

NASCAR RACING 2003 SEASON

PREVIOUS OR ALTERNATIVE TITLES ▾

NATURE OF THIS WORK ▾ See instructions

Audiovisual work

2

NAME OF AUTHOR ▾

a Sierra Entertainment, Inc.

DATES OF BIRTH AND DEATH

Year Born ▾ Year Died ▾

Was this contribution to the work a
"work made for hire"? ☒ Yes ☐ No

AUTHOR'S NATIONALITY OR DOMICILE

Name of Country

OR Citizen of

Domiciled in U.S.A.WAS THIS AUTHOR'S CONTRIBUTION TO
THE WORKAnonymous? ☐ Yes ☒ NoPseudonym? ☐ Yes ☒ NoIf the answer to either
of these questions is
"Yes," see detailed
instructions.

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed. ▾

Entire audiovisual material and computer program

NOTE

Under the law,
the "author" of
a "work made
for hire" is
generally the
employer, not
the employee
(see instruc-
tions). For any
part of this
work that was
"made for hire"
check "Yes" in
the space
provided, give
the employer
(or other
person for
whom the work
was prepared)
as "Author" of
that part, and
leave the
spaces for dates
of birth and
death blank.

NAME OF AUTHOR ▾

b

Was this contribution to the work a
"work made for hire"? ☐ Yes ☒ No

AUTHOR'S NATIONALITY OR DOMICILE

Name of Country

OR Citizen of

Domiciled in

DATES OF BIRTH AND DEATH

Year Born ▾ Year Died ▾

WAS THIS AUTHOR'S CONTRIBUTION TO
THE WORKAnonymous? ☐ Yes ☒ NoPseudonym? ☐ Yes ☒ NoIf the answer to either
of these questions is
"Yes," see detailed
instructions.

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed. ▾

NAME OF AUTHOR ▾

c

Was this contribution to the work a
"work made for hire"? ☐ Yes ☒ No

AUTHOR'S NATIONALITY OR DOMICILE

Name of Country

OR Citizen of

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of these questions is
"Yes," see detailed
instructions.

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed. ▾

3

YEAR IN WHICH CREATION OF THIS
WORK WAS COMPLETED

2003

This information
must be given
in all cases.

DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK

Complete this information - Month February Day 10 Year 2003ONLY if this work
has been published.United States of America

Notes

4

See instructions
before completing
this space.COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as
the author given in space 2. ▾

Sierra Entertainment, Inc.
14205 SE 36th Street, Suite 220
Bellevue, WA 98006

TRANSFER If the claimant(s) named here in space 4 is (are) different from the author(s) named in
space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▾

APR 07 2003 4/14/05
ONE DEPOSIT RECEIVED
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TWO DEPOSITS RECEIVED

FUNDS RECEIVED

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MORE ON BACK ►

• Complete all applicable spaces (numbers 1-6) on the reverse side of this page.
• See detailed instructions. • Sign the form at line 5.

DO NOT WRITE HERE

Page 1 of 2 pages

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Knowledge Adventure Exec

005

EXAMINED BY TAM

FORM PA

CHECKED BY

CORRESPONDENCE

☒ YesFOR
COPYRIGHT
OFFICE
USE
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

☐ Yes ☒ No If your answer is "Yes," why is another registration being sought? (Check appropriate box.) If your answer is No, do not check box A, B, or C.a ☐ This is the first published edition of a work previously registered in unpublished form.b ☐ This is the first application submitted by this author to copyright clearance.c ☐ This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give Previous Registration Number

Year of Registration

5

DERIVATIVE WORK OR COMPILATION Complete both space 6a and 6b for a derivative work; complete only 6b for a compilation. Providing Material Identify any preexisting work or works that this work is based on or incorporates.

This work contains certain technology licensed from others.

a

6

See instructions
before completing
this space.

Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed.

b

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account. Name Account Number

Vivendi Universal Games, Inc.

DA091367

a

7

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/ZIP

Sierra Entertainment, Inc., Attn.: Pam Teller
3060 139th Avenue SE, Suite 500
Bellevue, WA 98005

b

Area code and city telephone number (425) 638-5146

Fax number (425) 818-2801

Email pam.teller@vugames.com

CERTIFICATION I, the undersigned, hereby certify that I am the

Check only one

☐ author☐ other copyright claimant☐ owner of exclusive right(s)☒ authorized agent of Sierra Entertainment, Inc.

Name of author or other copyright claimant, or owner of exclusive right(s)

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

8

Typed or printed name and date If this application gives a date of publication in space 3, do not sign and submit it before that date.

Pamela M. Teller

Date 03/24/2005

I have written signature

Pamela M. Teller

Certificate
will be
mailed in
window
envelope
to this
address

Name

Sierra Entertainment, Inc., Attn.: Pam Teller

Name/Address/Apt

3060 139th Avenue SE, Suite 500

City/State/ZIP

Bellevue, WA 98005

• Complete all necessary sections
• Sign your application in space 81. Application fee
2. Correspondence fee (see fee schedule or money
order payable to Register of Copyrights)
3. Deposit account
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U.S. Copyright Office Any person who knowingly makes a false representation of a material fact in this application for copyright registration shall be liable for civil and criminal penalties under the Copyright Act, or in any written statement filed in connection with this application, shall be fined not more than \$2,000.

Rev. June 2002 - \$2,000 Web Form: June 2002 Printed on recycled paper

U.S. Government Printing Office: 2000-481-113/20,001



Certificate of Recordation

This is to certify that the attached document was recorded
in the Copyright Office on the date and in the place shown below.

This certificate is issued under the seal of the
United States Copyright Office.

DATE OF RECORDATION

28Jun05

VOLUME

DOC. NO.

3526

291

VOLUME

DOC. NO.

Marybeth Peters

Register of Copyrights and
Associate Librarian for Copyright Services

**Document Cover Sheet**

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www.copyright.gov, write to the Copyright Office,
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For Recordation of DocumentsVolume 3526 Document 291

Volume _____ Document _____

Date of Recordation M JUN 28 2005
(ASSIGNED BY THE COPYRIGHT OFFICE)

Funds Received _____

DO NOT WRITE ABOVE THIS LINE • SEE INSTRUCTIONS ON REVERSE

To the Register of Copyrights: Please record the accompanying original document or properly certified copy thereof.

1 First party name given in the document Papyrus Design Group, Inc.

(IMPORTANT: Please read instruction for this and other spaces.)

2 First title given in the document NASCAR Racing 2003 Season**3** Total number of titles in the document 1**4** Amount of fee calculated \$80.00**5** Fee enclosed ☒ Check ☐ Money order☐ Fee authorized to be charged to Copyright Office Deposit Account

Deposit Account number _____

Deposit Account name _____

6 Completeness of document ☒ Document is complete by its own terms ☐ Document is not complete. Record "as is."

IMPORTANT NOTE: A request to record a document "as is" under 37 CFR §201.4(c)(2) is an assertion that: (a) the attachment is completely unavailable for recordation; (b) the attachment is not essential to the identification of the subject matter of the document; and (c) it would be impossible or wholly impracticable to have the parties to the document sign or initial a deletion of the reference to the attachment.

7 Certification of Photocopied Document Complete this certification if a photocopy of the original signed document is substituted for a document bearing the actual original signature.**NOTE:** This space may not be used for documents that require an official certification.

I declare under penalty of perjury that the accompanying document is a true and correct copy of the original document.

Signature _____ Date _____

Duly authorized agent on _____

8 Return to: Name Michael J. Cavaretta, c/o Morse, Barnes-Brown & Pendleton, P.C.Number/Street 1601 Trapelo Rd. Apt/Suite _____City Waltham State MA Zip 02451Phone number 781-622-5930 Fax number 781-622-5933Email mjc@mbbp.com

SEND TO: Library of Congress, Copyright Office, Documents Recordation Section, LM-462, 101 Independence Avenue SE, Washington, DC 20559-6000

INCLUDE ALL THESE TOGETHER: (1) Two copies of this form; (2) payment from a Deposit Account or by check/money order payable to Register of Copyrights; and (3) your document.

V3526 D291



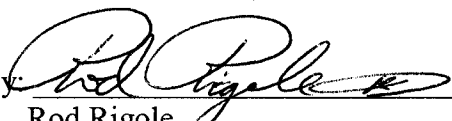
NASCAR RACING 2003 SEASON
BILL OF SALE

1. For good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, and in accordance with Section 2 of that certain Assignment Agreement dated as of May 28, 2004 (the "Assignment Agreement"), to which Papyrus Design Group, Inc., a Massachusetts corporation ("Assignor"), Sierra On-Line Inc., a Delaware corporation and the parent of Assignor, and FIRST, LLC, a Delaware limited liability company ("Assignee"), are parties, Assignor hereby sells, assigns, conveys and otherwise transfers to Assignee, effective as of May 28, 2004, all of Assignor's right, title and interest in and to all of the NASCAR Racing 2003 Season assets described on Schedule A hereto.

2. The terms of the Assignment Agreement are incorporated herein by this reference.

IN WITNESS WHEREOF, Assignor has executed this Bill of Sale effective as of May 28, 2004.

Papyrus Design Group, Inc., a Massachusetts corporation

By: 
Rod Rigole
Assistant Secretary

V3526 D291 Page 1

SCHEDULE ANASCAR RACING 2003 SEASON ASSETS

The assigned assets consist of the Game Technology (as defined below) and all intellectual property rights in the Game Technology, including all copyrights in the Game Technology, whether registered or unregistered.

“Game Technology” means the PC-based racing simulation engine and related tools used in the PC game **NASCAR Racing 2003 Season** (the “Game”), together with all patches and bug fixes made as of the Effective Date, and all related (i) data, text, compiler command files, build scripts, object libraries, scripts relating to the operation and maintenance thereof, application programming interfaces (API), graphical user interfaces (GUI), makefiles, protocols, specifications, database management code, data formats, utilities, methods of processing, software engines, platforms, encryption keys and other security features, 2D and 3D artwork, graphics, communications, animation, images, digital and/or audio clips or other content, (ii) contents of the “race”, “psys”, “gpl”, “gpldata”, “nl2”, “ml2data”, and “tools” Clearcase VOB’s (Versioned Object Bases) from Assignor’s source code control system, (iii) relevant instructions on building the object code thereof, all tools for creating cars, tracks, sounds and other individualized features, (iv) all documentation, developer notes, comments and annotations related to the Game, (v) other data and/or information necessary to build the latest patched version of the Game and (vi) source code and object code with respect to the foregoing, in each case, excluding Excluded Content (as defined below). In the event that a particular item of content in the Game (such as a car) includes both Excluded Content (such as logos on the car) and non-Excluded Content (such as the stick frame of the car), “Game Technology” shall include all content related to such item that is not Excluded Content.

“Excluded Content” means, (i) data, object code, source code, text, 2D and 3D artwork, graphics, communications, animation, images, digital and/or audio clips or other content, in each case, to the extent such items comprise or incorporate any trademarks, service marks, copyrights, trade dress or intellectual property rights of third parties, including, but not limited to, cars, tracks, sounds and other individualized features; and (ii) all trademarks, service marks, trade dress, and logos of Assignor and Sierra On-Line Inc., including, without limitation, Vivendi, Universal, Vivendi Universal, Vivendi Universal Games and Sierra.

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website at www.copyright.gov, write the Copy-
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FORM PAFor a Work of the Performing Arts
UNITED STATES COPYRIGHT OFFICE

PA 1-266-286



APR 07 2003

Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

1

TITLE OF THIS WORK ▼

NASCAR RACING 2003 SEASON

PREVIOUS OR ALTERNATIVE TITLES ▼

NATURE OF THIS WORK ▼ See instructions

Audiovisual work

2

NAME OF AUTHOR ▼

a Sierra Entertainment, Inc.

DATES OF BIRTH AND DEATH
Year Born ▼ Year Died ▼Was this contribution to the work a
"work made for hire"?☒ Yes☐ No

AUTHOR'S NATIONALITY OR DOMICILE

Name of Country

OR { Citizen of _____
Domiciled in U.S.A.WAS THIS AUTHOR'S CONTRIBUTION TO
THE WORKAnonymous? ☐ Yes ☒ NoPseudonymous? ☐ Yes ☒ NoIf the answer to either
of these questions is
"Yes," see detailed
instructions.

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed. ▼

Entire audiovisual material and computer program

NOTE

Under the law,
the "author" of
a "work made
for hire" is
generally the
employer, not
the employee
(see instruc-
tions). For any
part of this
work that was
"made for hire"
check "Yes" in
the space
provided, give
the employer
(or other
person for
whom the work
was prepared)
as "Author" of
that part, and
leave the
space for dates
of birth and
death blank.

b

NAME OF AUTHOR ▼

DATES OF BIRTH AND DEATH
Year Born ▼ Year Died ▼Was this contribution to the work a
"work made for hire"?☐ Yes☐ No

AUTHOR'S NATIONALITY OR DOMICILE

Name of Country

OR { Citizen of _____
Domiciled in _____WAS THIS AUTHOR'S CONTRIBUTION TO
THE WORKAnonymous? ☐ Yes ☐ NoPseudonymous? ☐ Yes ☐ NoIf the answer to either
of these questions is
"Yes," see detailed
instructions.

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed. ▼

c

NAME OF AUTHOR ▼

DATES OF BIRTH AND DEATH
Year Born ▼ Year Died ▼Was this contribution to the work a
"work made for hire"?☐ Yes☐ No

AUTHOR'S NATIONALITY OR DOMICILE

Name of Country

OR { Citizen of _____
Domiciled in _____WAS THIS AUTHOR'S CONTRIBUTION TO
THE WORKAnonymous? ☐ Yes ☐ NoPseudonymous? ☐ Yes ☐ NoIf the answer to either
of these questions is
"Yes," see detailed
instructions.

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed. ▼

3

YEAR IN WHICH CREATION OF THIS
WORK WAS COMPLETED

2003

Year

DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK

Complete this information

ONLY if this work
has been published.Month FEBRUARYDay 10Year 2003

United States of America

Nation

4

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as
the author given in space 2. ▼Sierra Entertainment, Inc.
14205 SE 36th Street, Suite 220
Bellevue, WA 98006TRANSFER If the claimant(s) named here in space 4 is (are) different from the author(s) named in
space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

APR 07 2003 4/14/05
ONE DEPOSIT RECEIVED
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TWO DEPOSITS RECEIVED

FUNDS RECEIVED

V6

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Page 1 of 2 pages

V3526 D291 Page 3

03/31/2005 12:58 FAX 3102580766

Knowledge Adventure Exec

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EXAMINED BY

TAM

FORM PA

CHECKED BY

CORRESPONDENCE

☒ YesFOR
COPYRIGHT
OFFICE
USE
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

☐ Yes ☒ No If your answer is "Yes," why is another registration being sought? (Check appropriate box.) If your answer is No, do not check box A, B, or C.a ☐ This is the first published edition of a work previously registered in unpublished form.b ☐ This is the first application submitted by this author as copyright claimant.c ☐ This is a changed version of the work, as shown by space d on this application.

If your answer is "Yes," give Previous Registration Number ▼

Year of Registration ▼

5

DERIVATIVE WORK OR COMPILATION Complete both space 6a and 6b for a derivative work; complete only 6b for a compilation.
Preexisting Material Identify any preexisting work or works that this work is based on or incorporates. ▼

This work contains certain technology licensed from others.

a

6

See instructions
before completing
this space.

Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▼

b

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.
Name ▼ Account Number ▼

Vivendi Universal Games, Inc.

DA091367

a

7

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/ZIP ▼

Sierra Entertainment, Inc., Attn.: Pam Teller
3060 139th Avenue SE, Suite 500
Bellevue, WA 98005

b

Area code and daytime telephone number (425) 638-5146

Fax number (425) 818-2801

E-mail pam.teller@vugames.com

CERTIFICATION I, the undersigned, hereby certify that I am the

Check only one ▶

☐ author☐ other copyright claimant☐ owner of exclusive right(s)☒ authorized agent of Sierra Entertainment, Inc.

Name of author or other copyright claimant, or owner of exclusive right(s) ▲

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

8

Typed or printed name and date ▼ If this application gives a date of publication in space 3, do not sign and submit it before that date.

Pamela M. Teller

Date 03/24/2003

Handwritten signature (s) ▼

x Pamela M. Teller

Certificate
will be
mailed in
window
envelope
to this
address

Name ▼

Sierra Entertainment, Inc., Attn.: Pam Teller

Number/Street/Apt ▼

3060 139th Avenue SE, Suite 500

City/State/ZIP ▼

Bellevue, WA 98005

• Complete all necessary sections
• Sign your application in space 61. Application Fee
2. Non-refundable filing fee in check or money
order payable to Register of Copyrights
3. Deposit of material
Library of Congress
Copyright Office
101 Independence Avenue, S.E.
Washington, D.C. 20540-6000Fees are subject to change. For current
fees, check the
Copyright Office
website at
www.copyright.gov
or call
202-707-6000.

9

FIVE (5) DAYS: Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 405, or in any sworn statement filed in connection with the application, shall be fined not more than \$2,500.

Rev. June 2002 -20,000 Web Rev. June 2002 © Printed on recycled paper

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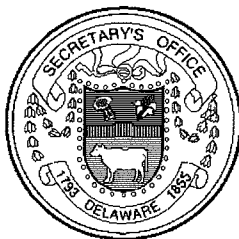
V3526 D291 Page 4

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "FIRST, LLC", CHANGING ITS NAME FROM "FIRST, LLC" TO "IRACING.COM MOTORSPORT SIMULATIONS, LLC", FILED IN THIS OFFICE ON THE TENTH DAY OF MAY, A.D. 2005, AT 5:26 O'CLOCK P.M.



3698486 8100

060739397

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 4957168

DATE: 08-07-06

May 10 05 03:00p

781-541-6361

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STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF FORMATION
OF
FIRST, LLC

THIS CERTIFICATE OF AMENDMENT TO CERTIFICATE OF FORMATION of FIRST, LLC (the "Company"), dated as of May 10, 2005, is executed and filed by the Company for the purpose of amending the Company's Certificate of Formation pursuant to Delaware Limited Liability Company Act § 18-202.

1. The name of the Company is FIRST, LLC.
2. Section 1 of the Certificate of Formation is hereby amended to read in its entirety as follows:
 1. Name. The name of the limited liability company is iRacing.com Motorsport Simulations, LLC.

IN WITNESS WHEREOF, the Company has duly executed this Certificate of Amendment as of the date first above written.

FIRST, LLC

By: 

David Kaemmer
Authorized Person

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:42 PM 05/10/2005
FILED 05:26 PM 05/10/2005
SRV 050381065 - 3698486 FILE

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10. Limitations on License. Nothing in this License Agreement shall preclude you from making or authorizing the making of another copy or adaptation of the Program provided, however, that (1) such new copy or adaptation is created as an essential step in your utilization of the Program in accordance with the terms of this License Agreement and for NO OTHER PURPOSE; or (2) such new copy or adaptation is for archival purposes ONLY and all archival copies are destroyed in the event of your Transfer of the Program, the Termination of this Agreement or other circumstances under which your continued use of the Program ceases to be rightful.

11. Miscellaneous. This License Agreement shall be deemed to have been made and executed in the State of California and any dispute arising hereunder shall be resolved in accordance with the law of California. You agree that any claim asserted in any legal proceeding by one of the parties against the other shall be commenced and maintained in any state or federal court located in the State of California, County of Los Angeles, having subject matter jurisdiction with respect to the dispute between the parties. This License Agreement may be amended, altered or modified only by an instrument in writing, specifying such amendment, alteration or modification, executed by both parties. In the event that any provision of this License Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this License Agreement shall remain in full force and effect. This License Agreement constitutes and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior oral or written agreements.

I hereby acknowledge that I have read and understand the foregoing License Agreement and agree that the action of installing the Program is an acknowledgment of my agreement to be bound by the terms and conditions of the License Agreement contained herein. I also acknowledge and agree that this License Agreement is the complete and exclusive statement of the agreement between Sierra and I and that the License Agreement supersedes any prior or contemporaneous agreement, either oral or written, and any other communications between Sierra and myself.



March 29th, 2005

Rod Rigole
Papyrus Design Group, Inc.
6080 Center Drive, 10th Floor
Los Angeles, CA 90045

Rod Rigole
Sierra Entertainment, Inc.
6080 Center Drive, 10th Floor
Los Angeles, CA 90045

Re: NASCAR Racing 2003 Season

Dear Rod:


This is to confirm that Papyrus Design Group, Inc., Sierra On-Line Inc. and any affiliates of either of the foregoing that have the right to enforce end user license agreements entered into by end users of NASCAR Racing 2003 Season (collectively, "Papyrus") authorize FIRST, LLC to enforce such end user license agreements on its own behalf to the extent needed to protect or enforce its rights in and to NASCAR Racing 2003.

Further, this is to confirm that upon FIRST, LLC's reasonable request Papyrus will execute such additional documents as may be required to further the foregoing, including without limitation the assignment of individual end user licenses on a case-by-case basis.

Please indicate your agreement to all of the foregoing by countersigning this letter agreement where indicated and returning one copy to me by first class mail at the address set forth below and by fax at 781-541-6361.

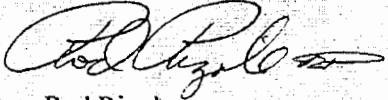
Very truly yours,

FIRST, LLC



David Kaemmer
President & CEO

ACCEPTED AND AGREED:

Sierra Entertainment, Inc.


Rod Rigole
Assistant Secretary

Papyrus Design Group, Inc.


Rod Rigole
Assistant Secretary

175 Middlesex Turnpike Suite 2B, Bedford MA, 01730